UNITED STATES' WEEKLY TELEGRAPH

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APPOINTMENT BY THE PRESIDENT OF THE UNITED STATES.

ARTHUR P. HAYNE, of South Carolina, late a Colonel in the United States Army, Agent of the United States for their Naval service in the Mediteranean.

OFFICIAL.

DEPARTMENT OF STATE, *June* 17, 1830.

Tobacco trade at Cadiz to continue unrestricted

On the 13th of April, ultimo, a Royal Decree was promulgated, by which the Government monopoly of tobacco was to be re-established at Cadiz. The reason assigned for this measure is the contraband carried on from that place, by which the tobacco excise in the adjacent provinces, is rendered unproductive.

This Decree virtually destroyed the *freedom* of the port of Cadiz, and conflicts with the assurance given by His Majesty the King of Spain, that in the event of the *free port* being abolished, a notification should be given for one year previously.

In consequence of the King's order of the 13th of April, a representation was made to His Majesty by the local authorities of Cadiz, setting forth the evils that would result. The Secretary of the Treasury, Don LUIS LOPEZ BALLESTEROS, has addressed to the Board of Commerce at Cadiz, the Royal answer to their representation, which suspends the Decree of the 13th of April. It is dated Madrid, May 1, 1830.

By a Royal Decree of the 13th of April, ult., addressed by the Minister of the Treasury to the Board of Commerce at Cadiz, the export duty on Salt has been reduced from 30 reals 4 mrs. to 6 ron (from one dollar and a half to thirty cents) for every *last* of 48 fanegas.

The following document has been communicated to the Department of State, and is published for the benefit of whom it may concern:

TRANSLATION.

In consequence of a communication made to me under date of the 10th instant, by the Minister and Secretary of State for Affairs of Marine, I have to inform Mr. W. H. D. C. WRIGHT, Consul of the United States of America, that all the merchant vessels of his nation, entering this port by night, must suspend from one of their masts a lantern, in order that their course and anchorage may be discovered from the Fort of Registo, that the accustomed visit may be made, and the usual guard put on board.

This measure had been in operation since 1811, and but recently suspended.

I communicate this information to Mr. WRIGHT, that he may adopt the proper measures on his part, and I take this opportunity to renew to him the assurance of my esteem and respect.

Palace of Rio de Janeiro, 23d April, 1830.

MIGUEL CALMON DU PIN E ALMEIDA.

It gives us much pleasure that we are permitted to communicate the following correspondence to the public.—ED. TEL.

MR. VAUGHAN TO MR. VAN BUREN.

The undersigned, His Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary, has the honor to inform the Secretary of State of the United States, that the Commander of His Britannic Majesty's sloop *Polorus* having made known to the Lords Commissioners of the Admiralty, his grateful sense of the assistance which was rendered to him by the squadron of the United States, while his vessel lay on the rocks near the entrance of Port Mahon, in the Island of Minorca, the undersigned has received instructions from His Majesty's Government, to convey to the Government of the United States the acknowledgments of the former, for the part which the squadron under Captain Wadsworth took on the occasion in question, in assisting to rescue the English sloop from her perilous situation.

The undersigned has great satisfaction in communicating to the Government of the United States the grateful sense entertained of the services of Captain Wadsworth, and he has the honor to renew to the Secretary of State the assurances of his highest consideration.

CHARLES R. VAUGHAN.

WASHINGTON, *June 2d*, 1830.

DEPARTMENT OF STATE,
Washington, 7th June, 1830.

JOHN BRANCH, Esq.
Secretary of the Navy.

SIR: I have the honor herewith to transmit to you, the copy of an official note which I have just received from the Right Hon. CHARLES RICHARD VAUGHAN, His Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary, conveying the acknowledgments of his Government, and of the grateful sense entertained by the Commander of His Britannic Majesty's sloop of war Polorus, for the opportune assistance rendered by a part of the naval force of the United States, under the immediate command of Captain Wadsworth, to that vessel, while she lay on the rocks near the entrance of Port Mahon, in the Island of Minorca; and to state that it is the President's wish that you should make a suitable communication to Captain Wadsworth, of the high gratification which he derives from the conduct of that officer upon the occasion referred to.

I can well appreciate the pleasure which you will experience in making this communication, by that which I feel in furnishing you with the enclosed flattering testimonials of the acceptable and humane service rendered by an officer of the United States, to the officers and men of a vessel belonging to a foreign State, in peril of being lost.

I am, with great respect, your obedient servant, M. VAN BUREN.

NAVY DEPARTMENT, 12*th June*, 1830.

SIR: A letter has been trrasmitted to the Executive of the United States, from the Minister Plenipotentiary of His Britannic Majesty at Washington City, presenting the thanks of the Lords Commissioners of the Admiralty of England, for the assistance rendered by the "squadron under the command of Captain Wadsworth, to His Majesty's sloop of war Polorus, while that vessel lay on the rocks near the entrance of the Port of Mahon, in the Island of Minorca."

The President desires me to express the high gratification he has derived from learning of this benevolent interposition of the force under your command, in the rescue of the vessel of war of a friendly power, subjected to such imminent peril of destruction.

Permit me, also, to assure you of the great pleasure I have received from the information afforded by this communication. Actions of this kind in peace confer on the naval character of a nation, a distinction not less honorable and praiseworthy than the most gallant bearing and successful achievements in war. Let me add, that less was not expected from the humane exertions of Captain Wadsworth, and those acting under his command, should circumstances arise giving occasion for their display.

I remain, with great consideration and respect, JOHN BRANCH.

Captain A. WADSWORTH,
Commanding the Constitution Frigate.

TEA AND COFFEE.

In our foreign extracts, a few days since, we mentioned a pamphlet lately published in England, by Mr. Crawfurd, relative to the China Trade. The London Sun, of May 4, contains a review of it, from which the following facts are derived.

The prime cost of the company's teas, at Canton, exceeds that of the Americans by 373,086 pounds. Out of the 25,746,339 pounds of tea, exported by the Company in the season of 1821—2, 4,844,425 pounds were green tea, being only 17 per cent., whilst of the 9,292,400 pounds exported by the Americans, the green tea constituted 65 per cent. In 1829, bohea was in London (without duties) 1s. 8d.; in Halifax, 1s. 8d.; in New York, 9d.; in Amsterdam, 9d. Hyson was in London 4s. 3d.; in Halifax, 4s. 7d.; in New York, 2s. 7d.; in Amsterdam, 2s. 10d. per pound.

The American export tea trade greatly exceeds that of the company; in 1828, the excess was 2,068,353 pounds, making the American exports, compared with the imports, as one to 33 10, while those of Great Britain were as one to 122. That on a comparative statement of the quantities of tea exported to all countries from Great Britain and from the United States, there is an excess with the latter of 1,371,334 pounds—the re-exportations from the former for the six years ending with 1828, were only 2,369,703, out of 192,339,840 pounds, being one and a quarter per cent. instead of 50, 60, or 70 per cent. the usual proportion of other articles of Chinese and Indian produce.

On an average of the six years, ending with 1828, compared with the five years preceding, the consumption of coffee increased in Great Britain 60 per cent.; in the United States 56 per cent.; and in France 16 per cent. The rate of duty *ad valorem* (taking Java Coffee as an example) being in Great Britain 165, in the United States 47, and in France 84 per cent.

The consumption of tea, by each individual, is, in Great Britain, 1 pound, 7 ounces, 8 pennyweights; in the United States, 9 ounces, 4 pennyweights. Of coffee, in Great Britain, 10 ounces, 14 pennyweights; in France, 9 ounces, 13 pennyweights; and in the United States, 2 pounds, 1 ounce, 11 pennyweights.

The King's duty on coffee is now higher than that on tea by 21 per cent. The average price of all teas in New York, from 1820 to 1829, was 2 shillings, and the duty 79 per cent, *ad valorem*. For the ten years ending with 1829, the average of the excess of the company's sale price of tea, over that of the Americans was £1,711,929 per annum. For the years 1828—9, the excess of the company's sale price, over that of a similar quantity sold at Amsterdam, was £1,285,336.

On a comparison of the consumption and revenue of tea in Great Britain and the United States, for eleven years, ending with 1828, the consumption for the second period of four years, increased in America 30, and in Britain 6 per cent. The revenue for the same period in the one 32, and in the other, 16 per cent.; and for the last three years of the period, the American and British consumption increased, respectively, 6 per cent.; the revenue in the one increasing 14, and in the other decreasing 4 per cent.

It appears that a debtor and creditor account of the company's investments for tea, for four years, exhibits a balance in its favor of £2,641,229; being an annual profit of £660,307—deducting which from £777,550 per annum, due on the bonded debt, and for dividends on stock, there appears an annual deficiency of £117,243.

The sale price of the privilege teas exceeds considerably those of the company, and in one instance, so much as 28 per cent.—that under a system of free trade, specific duties might be levied, which, without raising the price to the consumer, would augment the revenue £1,170,011 per annum.

The amount of duties received on cloves, coffee, and sugar, from the East Indies, for six years, increased respectively 9, 35, and 70 per cent. The King's duty on tea is much lower than that on coffee, which varies from 71 to 378 per cent., taken *ad valorem*; than that on cocoa, which is from 86 to 533 per cent; on sugar, being from 60 to 233 per cent.; on foreign spirits, being from 192 to 794 per cent; and on tobacco, which is so high as sometimes to reach 2,057 per cent.

The following paragraph is extracted from another pamphlet of Mr. Crawfurd, entitled, "The Chinese Monoply Examined." The object of both publications is to prevent the rechartering of the East India Company—a subject which already engages much of the attention of the English political writers.

"The Company seems now disposed to surrender every thing but the monopoly of tea in the English market, although, down to the year 1821, and, notwithstanding the recommendation of the President of the Board of Control, and of a Committee of each House of Parliament, they obstinately refused to make the slightest concession to the free traders;—not even to admit them to occupy that ground which they themselves confessedly had neither occupied, nor desired to occupy, nor were capable of occupying—the supplying of the continent of Europe, and of our own colonies, with tea. Let us see, then, the value of what is now proposed to be conceded. In 1820, when the boon was asked by the free trader, of permission to convey teas to the continent of Europe, the markets of France and the Netherlands were open to us: they are now obstructed by an enhanced duty upon teas imported in foreign bottoms, of *four times* the amount of what is imposed on the same commodity imported in national vessels. The ports of the United States are shut against us, under similar circumstances: and although the protecting duty be smaller, still more closely, by the distinguished enterprise and activity of its own merchants; Russia prohibits the importation of all teas seaways; Denmark has a monopoly company of its own. Canada then alone remains to us, with a share of the supply of Germany, Switzerland, and Italy in competition with French, Dutch, and Americans. It is not necessary to urge upon any reader of common observation, that the Chinese will only take British manufactures in proportion as we take the products of China in return; and I shall now shew, that through the injurious operation of the monopoly, we consume of their staple produce, less than one-half of what we should in an open commerce, and this without supposing any additional outlay of capital. In 1828 the exports to China amounted only to 863,494*l*, while the imports amounted to 4,296,668*l*. In every wholesome and natural branch of trade they ought of course to be nearly equal; but here the one exceeds the other by 3,433,244*l*., a difference which, for the most part, is tax and not trade. Among the imports, tea alone, in quantity 22,678,731 lbs. constituted 3,853,367*l*. of the whole value. This sum remitted to China in British merchandise, or their value, would, without reckoning charges or profits, purchase, even at the Company's extravagant invoice prices, instead of the amount now given, no less than 61,440,909 lbs. It may be said that such an amount would greatly exceed the possible consumption of the country; but in an open, unencumbered trade, such I am confident, would not be found to be the case; and, indeed, if we divide the whole amount thus given, by the present estimated population of the United Kingdom, we shall soon discover, even its moderation. It gives for each individual scarcely 2 lbs. 10oz. a head per annum, or less than two drams per diem, which is but one thirty-second part of the common allowance, now made in families to domestic servants, and far less, even than the allowance made to the sick in hospitals and poor houses."

"Men accustomed to a moderate exercise of the reasoning faculty will be disposed at once to pronounce upon the utter improbability of any commodity whatsoever being supplied cheaper and better through a monopoly than through the activity and intelligence of private competition. Experience might teach us to expect that such supply might be worse, but in the fiscal history of nations there is not a shadow of precedent to warrant us in imagining it should be better. The salt of France was dear and execrable under the *gabelle*, and immediately improved in quality as it did in cheapness when the trade was thrown open, and moderate duties only levied upon it. There is at present a monopoly of tobacco in France, and hence French tobacco is the dearest and worst in Europe. The Company itself exercise a monopoly of salt in its Indian possessions: their salt is exorbitant in price, and the quality such that a respectable farmer in this country would hardly give to his hogs. These, to be sure, are royal or sovereign monopolies; and I admit at once, that the monopoly of the East India Company in tea, which is not so, does not labor under equal disadvantages. The Company has the fear of public opinion before its eyes, in a country where public opinion is sometimes pretty loudly expressed; and it has before its eyes, above all, the fear of losing its monopoly. These are some checks upon the quality of the supply, but, as experience has sufficiently proved, none at all upon the price exacted. Our tea is not so bad as if it had been a royal monopoly; but this is altogether a very different matter from claiming for it a superiority over what is furnished in conformity to the tastes, habits, and wealth of the consumer, in an unfettered commerce."

CHEROKEE NEWSPAPER.

The opposition prints frequently give extracts from a paper published in the Cherokee country, as evidences of the condition and feelings of that people. The statement of a few facts will enable the public to determine how far that publication ought to be regarded as the organ of *the tribe;* and whether it should be considered at all as such, or only as the instrument of a few whites and half-breeds who have assumed the management of all the money of the tribe, and their friends the political philanthropists of the North.

We have understood that the paper is edited, ostensibly, by an educated Indian, who bears the name of a late respectable and truly philanthropic citizen of New Jersey, and that the principal writers and managers of it are white men, who have recently gone among the Indians, and who are interested in preventing them from selling their lands, and joining their brethren West of the Mississippi. It was established, as we have been informed, by contributions of charitable societies, and by appropriations from the contingent fund of the United States Indian Department, and from the annuities of the Indians. An alphabet was invented for them, and a considerable expense incurred in procuring dies, and casting types to

give it the appearance of an *Indian newspaper*; which plan is now nearly or quite abandoned.

No person acquainted in the least with the business of publishing, can suppose that the *Indians* are the patrons of this paper, or that it is supported in the usual way, by subscriptions and advertisements. Those who are more enlightened than the rest of the tribe, amounting to perhaps fifty, including renegade whites, half-breeds, &c. perceiving the advantages which they were likely to derive, individually, from what is called the "Cherokee Government," continue to apply a portion of the annuities, which belong to the poor Indians, to sustain the paper as an appendage to that burlesque Commonwealth. The Cherokees, as a people, have nothing to do with the government or the newspaper, except that *their* money is appropriated to sustain both, by those who have constituted themselves a "Government" over them. The paper speaks, therefore, the language, not of the Cherokees, but of the "Principal Men" among them; and, latterly, of the political philanthropists, who have seized the measure recommended by the Executive, respecting the Indians, as a subject out of which something might be made to bring his administration into disrepute. How far they have succeeded, or may hereafter succeed, time will show.

FROM THE BOSTON PATRIOT, JUNE 14.

"*Indian Question.*—We learn with much pleasure from the New York Daily Advertiser, that the Cherokees, over whom the legislative acts of Georgia have, before this time, been extended, have determined to take measures to bring the question of the constitutionality of those acts before the Supreme Court of the United States; and for this purpose counsel of the most distinguished character and talents has been employed by them. This will take from the executive magistrate the power of determining questions of constitutional law, over which he has no legitimate jurisdiction, and which, if he had, he would be very incompetent to decide."

That "counsel of the most distinguished character" have been engaged to carry on a crusade against the rights of Georgia, we believe; but *cui bono?* The "distinguished counsel" may get fees out of the annuities of the poor Indians, without *their* concurrence or knowledge; counsellors may be very eloquent in the Supreme Court, as they have already been in the Senate and the House of Representatives; but how are they to affect the validity of a law of Georgia, relative to men and things within her own limits? We do not believe that the love of litigation is strong enough among the Indians, to induce them, without the officious advice of strangers volunteered to the *Principal Men* who have assumed dominion over them, to engage in an expensive contest for the right of sovereignty, which is manifestly precluded by the Constitution. The uninformed philanthropists, goaded on by the *designing politicians*, must account for the delusion to which they are leading this unfortunate people; and the misfortunes which must inevitably be the result of the course which has been recommended by their false friends.

The Intelligencer says, "we are glad to hear that Mr. Cutts, late Second Comptroller, has received an employment in the Department of State, in connexion with, or *superintendence of*, the returns of the Census."

The matter, and the manner, here communicated, is erroneous. The act of 23d March, 1830, provides for the revision of the returns of 1st, 2d and 3d enumeration of the inhabitants of the United States, which, as printed, are found to be extremely inaccurate; and Mr. Cutts has an employment in that revision; but the "*superintendence*" of the whole, as well as the arrangements for taking the 4th Census, is confided to Mr. Waddell, the Agent for the Department of State.

For the information of those concerned in the importation of foreign goods, we publish the following extract from a circular of the Secretary of the Treasury, shewing the construction given by the Department to a part of the 3d section of the late "*act for the more effectual collection of the impost duties*," which has been the subject of much anxiety among the importers.

"That Section the 3d enacts that "whenever goods of which wool or cotton is a component part, of a similar kind, but different quality, are found in the same package, if not imported from beyond the Cape of Good Hope, it shall be the duty of the Appraisers to adopt the best article contained in such package, as the average value of the whole." As neither the size of the package nor the quantity which it shall contain has been fixed, it is the opinion of the Department that the different qualities of a similar kind may be put into different packages of such size as the owner may see proper; and that for their better conveyance, or other good cause, these different packages may be put together into larger packages; and if the goods are clearly and distinctly referred to in the invoices, according to the packages of the first mentioned description, such packages will be considered as within the meaning of the law."

The whole of the federal editors continue the cry that the Indians are to be forcibly removed—and say "it is in vain to say that this bill only provides for their voluntary removal."—Is it possible that these editors expect the great body of the people to put the least confidence in their assertions, when they are in direct opposition to the plain reading of the bill, which they now have before them?—*Hartford Times.*

A letter to the Editor of the Maryland Free Press, dated "Frederick, June 14," says, that the refusal of the President to sign the Frederick Road Bill, has not, as the writer believes, caused a single friend of Gen. Jackson to desert him; and, that the Adams and Clay party were rejoiced at the course of the President, believing it would render him unpopular.

JOHN B. TIMBERLAKE AND ROBERT B. RANDOLPH.

Letter from the Secretary of the Navy, transmitting the information required by a resolution of the House of Representatives in relation to the accounts of John B. Timberlake and Robert B. Randolph.

NAVY DEPARTMENT,
May 27, 1830.

SIR: In further compliance with the resolution of the House of Representatives of the 15th instant, I have the honor to submit the accompanying report and documents from the Fourth Auditor of the Treasury, in answer to that portion of the resolution which relates to the accounts of John B. Timberlake, deceased, formerly a purser in the Navy of the United States.

I have the honor to be,
Very respectfully, Sir,
Your obedient servant,
JNO. BRANCH.

The Hon. ANDREW STEVENSON,
Speaker of the House of Representatives.

TREASURY DEPARTMENT,
Fourth Auditor's Office, 25th May, 1830.

SIR: I have now the honor to submit to you all the information which appears to be required from this office, in reply to so much of the resolution of the House of Representatives, by you referred to me, as relates to the accounts of John B. Timberlake and Lieutenant Robert B. Randolph, late Purser and acting Purser of the Frigate Constitution.

To save time, I have taken the liberty to copy a portion of a report already made to you on this subject, dated 22d February, 1830, which is as follows, viz:

"John B. Timberlake commenced his duties as Purser of the Frigate Constitution on the 28th June, 1824, and died at Port Mahon on the 2d April, 1828.

Lieutenant Robert B. Randolph succeeded him as acting Purser. The ship arrived at Boston on the 1st July, 1828, and the crew were paid off on the 15th August.

On the 28th September, 1828, Lieutenant Randolph delivered to Tobias Watkins, then Fourth Auditor, the books, papers, and accounts, of Mr. Timberlake, together with his own. An examination of Mr. Timberlake's papers took place, and, as was then said, all the private letters and papers were delivered to Mrs. Timberlake. On the 27th October ensuing, Lieut. Randolph's account as acting Purser, was closed and reported, while the previous account of Mr. Timberlake remained untouched.

I entered this office March 23, 1829. Mr. Timberlake's accounts were in the care of Mr. Ezekiel Macdaniel, then at the head of the Purser's Department, by whom they were given to Mr. James H. Handy, for settlement. Mr. Handy progressed with the examination of the account, which he found in a most deranged condition, and submitted to me a few of the vouchers for my decision.

On the 29th July I left the city for the purpose of bringing my family from Kentucky. Mr. Thomas H. Gilliss, chief clerk, was appointed by the President to act as Fourth Auditor in my absence. On the 13th August, he reported Mr. Timberlake's account, exhibiting against him a balance of $17,241 03. Finding that some appropriate credits had been omitted, on the 11th September, he again reported the account, exhibiting against Mr. Timberlake, a balance of $14,373 59.

On the 12th October I resumed my duties as Fourth Auditor. A few days afterwards, you called at my office, and inquired whether there were among Mr. Timberlake's papers, letters from any persons, showing that the former had made to the latter remittances of money from the Mediterranean. I inquired of Mr. Handy, and he put into my hand a file of private letters, which he said he had found among Mr. Timberlake's papers, among which were three from Major Eaton. After perusing them, I made inquiry of Major Eaton, relative to the transaction to which they referred. He gave me a full detail; read an article, dated, I think, in 1823, stating the purposes for which he had become the purchaser of the property alluded to, showed me a book in which Mr. Timberlake had charged him with the amount of the remittances and given a credit, all, I believe, in his own hand; and said he should be ready to pay over the balance to the Government when it should be ascertained that Mr. Timberlake was in truth a public debtor, which he doubted. At my request, Major Eaton has reduced to writing the statement made to me, which is herewith submitted, marked A, B. I also submit so much of his private letters to Mr. Timberlake, found in this office, (having obtained his consent) as relates to his pecuniary transactions with that gentleman, marked C, D, E. These, with a copy of a letter to the Secretary of the Navy, marked F, constitute, I believe, all the information possessed by me, relative to the responsibility of any person or persons for the balances reported to be due from John B. Timberlake. I do not. to this hour, know who are his securities in his official bond. Such papers are lodged in your Department, and, as it is no part of my duty to take steps for the recovery of balances due to the Government, either from principals or securities, I have had no inducement to inquire who Mr Timberlake's securities were.

In others of the private letters delivered to me. there are evidences of considerable amounts of property owned by Mr. Timberlake in the United States, at the time of their date. The information may be useful, if it shall become necessary to take steps for the recovery of the balances reported to be due; and it will not be concealed by me.

I deem it my peculiar duty to see that all settlements made in my office are fair and honest. The confidence with which the family of Mr. Timberlake asserted that there must be error or fraud in the settlement of his account, induced me to give it a full investigation. At the first step I found that he had not credit for a dollar left on board at the time of his death. Deeming it improbable that a purser of so large a ship should die in a distant sea entirely moneyless, I applied for information to Commodore Patterson, one of the present Navy Board, who commanded the ship. He informed me that Mr. Timberlake had left a large sum of money and other property at the time of his death; that he directed inventories to be taken of the whole; and he expressed much surprise that credits had not been given, and that the inventories were not in my office. A few days afterwards, he put into my hands a letter from Lieut. E. A. F. Vallette, whom he had directed to cause inventories to be taken, dated November 16, 1829, of which the following is an extract:

'Your order to me to have inventories taken of all on public account, and amount of cash in the purser's department at the death of Mr. Timberlake, was strictly complied with Mr. Paine, and Lord, and Mr. Norman attended to that duty, leaving one copy in the chest, box, &c. containing the articles, and furnishing Mr. Randolph with another.'

No inventory was to be found in this office, and the clerks who had settled Randolph's and Timberlake's accounts, assured me. that they had never seen or heard of any. Mr. Handy brought me Mr. Timberlake's

letter book, from which had been cut more than twenty leaves, with no conceivable motive but to suppress evidence connected with his account; and he told me that it was in that condition when he first saw it.

I communicated these facts to Lieutenant Randolph. He declared that he was ignorant of the existence of any inventory; but admitted that Mr. Timberlake left a sum of money, which, he alleged, he had expended in paying T's public debts in the Mediterranean. He did not state the amount of money, nor specify any one debt which he paid; but said, that Mr. Thomas Norman, of New York, who had attended to his business, could explain the whole matter; and promised to procure his attendance.

Not having seen Lieutenant Randolph for about a month, and hearing nothing from Mr. Norman, I wrote to you on the 22d January last, requesting you to order Lieutenant Randolph, Lieutenant Vallette, and others, who were supposed to know something of the money and property left by Mr. Timberlake, to repair to this city. Lieutenant Randolph soon after reported himself to you, and, as you informed me, admitted, that the money left by Mr. Timberlake exceeded ten thousand dollars. Lieut. Vallette, shortly after, informed me that Lieut. Randolph recently told him it exceeded eleven thousand.

Not wishing to act singly in an affair so delicate and important, and presuming that the Second Comptroller might have to decide on the case, I suggested to the President the expediency of requesting him and Commodore Patterson, who commanded the ship, to aid me in the investigation. On the 12th instant, we examined Lieutenants Randolph, Vallette, and Tallmadge. The statement of Lieutenant Randolph was not closed, because it was intended to question him further after examining the other gentlemen; but he was called out on business, and did not return on that day. Commodore Patterson has, at my request, also made out a statement. and, on delivering it to me, said he was confident the amount of money was nearer twelve thousand dollars than eleven. I also submit the statements of Mr. Getty and Mr. Handy, the two clerks who settled the accounts of Lieutenant Randolph and Mr. Timberlake.—G, H, J, K, L, M.

Lieutenant Randoph assured me, that he had endeavored to procure the attendance of Mr. Norman, and had sent money to pay his travelling expenses. I inquired whether my writing to him would expedite his arrival, and was answered that it probably would, if I would promise that his travelling expeness should be paid by the Government. After consulting you, on the instant, I wrote him to that effect. In reply I received two letters; one from Mrs. Norman, stating that her husband was ill, but would come on as soon as he was able; the other from Mr. Norman, a few days subsequent in date, in which he informed me he could not come without an advance of his travelling expenses.

In the mean time, doubting whether his attendance could be procured in this city, I took steps to have him interrogated in New York. On the 22d inst. I received from J. K. Paulding, Esq. Navy Agent in that city, a letter dated 18th inst. of which the following is an extract:

'After the receipt of your letter enclosing the queries of Com. Patterson, I concluded to send and request Mr. Norman that he would call and see me at my office, and he came this morning. On my stating to him the reasons for my requesting this interview, his reply was, that he knew nothing on the subject of the money or property left by Mr. Timberlake, except having understood generally that there was some money and property. What became of it he could not tell. He neither assisted in counting the one or taking an inventory of the other.'

A few minutes after I had received this letter, I received word from Lieut.

Randolph, through Lieut. Bell, that Mr. Norman was in the city, and that he would introduce him to me next morning. I did not see him until this day. He now alleges, that Mr. Timberlake's money, which was counted on the 2d or 3d April, 1828, was paid away, or at least a part of it, on his pay-roll, which is dated and closed on the 31st March, and Lieut. Randolph requests access to the papers and pay-roll of Timberlake, all dated before his death, for the purpose of selecting items and making out an account current, to show what was done with the money left by him. On consultation, Com. Patterson, the Second Comptroller, and myself, were unanimously of opinion, that access ought not to be granted, unless some general description could first be given of the items claimed, and some facts stated, tending to show the probability of a claim, which contradicts all the records and papers, which was never before heard of by the other officers of the ship, and which is wholly inconsistent with Mr. Norman's declarations to Mr. Paulding.

Supposing it possible that something which might throw light on the subject had been overlooked, I recently directed two of my Clerks, Messrs. Handy and Rives, carefully to examine Mr. Timberlake's books and papers, one by one. The only material result was the discovery that Mr. Timberlake's latest account book with the officers of the ship, a book often referred to in the papers, and very essential to an investigation of his accounts, was also missing.

It is impossible as yet, to determine what balance, if any, is due from Mr. Timberlake to the Government. In various settlements of his accounts, there have been suspensions to the amount of many thousand dollars, a portion of which may ultimately come to his credit; but that is a branch of the subject I have not investigated.

Upon these facts, Sir, you and the Senate may be able to form some opinion upon the subjects of their inquiry.

The means by which you and myself first received information of the existence of Major Eaton's letters, now on file in this office, and the motive of our informant, appear to me to constitute an essential part of the history of this transaction. It is proved that those letters were read aloud in the office, and copies taken out. It was by an anonymous letter which you showed to me, that you first became apprized of their existence. A few days afterwards I received one, of which the following is a copy:

'Sir: You are very vigilant in discovering abuses among public officers as to money matters, but why vent your spleen on worms? Even these can turn, as you may find out. Let me say to you, inquire what became of the money drawn by Purser Timberlake, that was paid to Major Eaton, who undertook the guardianship of his children, and the management of his property, for the sake of *his wife*. Take a peep into *the bank*, see if you can find who bought the house, and where the money came from. You are the man to find out, and your own office and the bank can throw much light on these matters. PAUL PRY.'

I always distrust the man who professes to give me information anonymously. *The motive* of this informer is seen in the following copy of an anonymous letter received by Major Eaton, on the same day:

'Sir: I have written a letter to Mr. Kendall about the money that paid for O'Neal's houses; you know what I mean! Revenge is sweet, and I have you in my power, and I will roast you, and boil you, and bake you, and I hope you may long live to prolong my pleasure. Lay not the flattering unction to your soul that you can escape me. I would not that death or any other evil thing should take you from my grasp for half the world. IAGO.'

These two letters, and that to yourself, are found on comparison to be writ-

ten in the same disguised hand. Who it is, that would make you and me, in the performance of our official duties, the instruments of his *sweet revenge*, I know not. But I cannot help asking myself, whether he who took copies of Major Eaton's letters from the office, did not know, at the time, the use which was to be made of them? Did he not then know that Mr. Timberlake was to be reported a defaulter, and intend to use those letters precisely as he has done? How could he know that Mr. Timberlake would be a defaulter, unless he also knew that means had been taken to make him one? Were these means the withdrawing of the inventories, the mutilation of the letter book, and I know not what other devices, to deprive Mr. Timberlake of his just credits? Why were the copies held in silence until he was reported a defaulter? Why were the anonymous letters then written to us, and, simultaneously, the existence of Major Eaton's letters publicly divulged, copies multiplied, and dark surmises scattered abroad in "Letters from Washington?"

I would not willingly aid the designs of one who exults in the anticipation of inflicting lasting torments, whoever might be his victim. Wrong I would not do, even to disappoint a spirit so malignant; but it would delight me, if, by doing right, I could disappoint those, who, to gratify the sweets of revenge, slander the living and rob the dead. I have done, and will do, all I can to develop this dark transaction; and while I will do nothing to shield Major Eaton from any just responsibitity to this Government, I will not be deterred from doing justice to him or any other man, by the threats of "worms" or fiends—open enemies or masked assassins.

I hope, Sir, this affair will be investigated by a tribunal possessing more power than I do, and that *facts, motives*, and *names*, will be fully disclosed.

Very respectfully,

Your obedient servant,

AMOS KENDALL.

Secretary of the Navy.

P. S. February 26. My report has been delayed by a desire to send with it all which could be adduced by Lieut. Randolph in explanation. With that view, I submit a copy of Mr. Norman's evidence, given yesterday, marked N. I will not express an opinion as to its weight. If correct, how striking is the illustration of the evils attending a *departure from truth*, in dates and forms! If the alleged payments were made by Lieut. Randolph, and the receipts had truly stated *when* and *by whom* they were made, suspicion could not have touched him. But how can public authorities receive oral statements, which contradict books, papers, and receipts? I hope the case will be turned over to the courts of justice, where all parties may be examined in the most solemn form."

On the 24th February, the date of the report from which the foregoing is extracted, Lieut. Randolph called at my office and inquired whether I had determined not to let his Clerk, Mr. Norman, have access to Mr. Timberlake's books and papers, to enable him to make out an account current, for the purpose of shewing what disposition he had made of Mr. Timberlake's money. I informed him, that it was the determination, not of myself only, but of the Second Comptroller and Com. Patterson, that such access should not be given until we had examined Mr. Norman, and he had given some general description of the credits claimed. He pronounced the course unjust towards him, and several times put the question to me peremptorily, "Will you or will you not let me have access to those papers?" I replied, that I was not acting alone in this business, and could not answer him; but that, if he would submit any proposition, it should be considered, and an answer given. He rose from his seat much excited, and told me, if he could not

get justice here, he would complain to his friends in the Senate, Mr. Tazewell and Mr. Tyler. I replied to him, that I was aware of the situation in which I stood before the Senate, but if he expected to swerve me a hair from the course I thought right, by a threat of that sort, he was mistaken. He then left me, and I immediately wrote to Mr. Tazewell the note, a copy of which, with his reply, is annexed, marked (1.)

On the 25th, the Second Comptroller, Commodore Patterson, and myself, examined Mr. Norman, Lieutenant Randolph being present. His statement is already referred to, marked N. We required him to produce the officers' receipt book, which he said he had in his possession, and suspended further proceedings until he could send to Baltimore for the trunk in which he stated it was.

Among my letters on the morning of the 26th, there was an anonymous one, dated the 25th, of which the following is an extract, viz:

"I have been informed by a friend of Lieutenant Randolph's, that you refused to permit his clerk to give the explanations touching the business of Timberlake, and our intimate friend Eaton, and that he went, immediately after leaving your office, to his friends in the Senate, and made them acquainted with the conduct which you were pursuing towards him. They expressed the utmost indignation as to your procedure, and that they would make you suffer for it. I could not learn the names of all; there are five of them. Mr. Tazewell and Mr. Tyler, I am informed, are bosom friends of his," &c. "I further learnt that he has a document in his possession which he showed his friends, that will prostrate you if true, and he is prepared to substantiate it." See (2) annexed.

Though in a new disguise, it was easy to perceive in this letter, the handwriting of "Paul Pry" and "Iago." Not doubting it was written with a view of frightening me into a compliance with all which Lieutenant Randolph asked, though under the guise of a friend, I laid it aside with perfect contempt. In a few minutes Lieutenant Randolph entered. He immediately inquired whether I had concluded to give him access to Mr. Timberlake's papers? I replied as before, that access would not be given until the examination of Mr. Norman was completed. He then mentioned that he had seen a letter from me to Mr. Tazewell, in which I had expressed a determination to do him justice, and said that justice required that he should have access to those papers. I replied that it was my duty to be just to others as well as himself, and in my opinion, justice forbade his having that access until we had finished the examination of his clerk. Under an impression that he had called merely to see what effect the anonymous letter had produced upon me, I took it up, read it to him, and demanded whether he had any agency in its production. He denied all knowledge of it. I called his attention to the passage which alluded to his leaving me as a reference to what took place between us, without a witness; and told him the information could have been given only by him or me, and I knew it had not been given by me. He re-asserted his ignorance in relation to the letter; but said he had mentioned the incidents to his friends. I told him it was immaterial whether he had any agency in producing the letter or not, for it would not produce the slightest effect on me, one way or the other.

On the 1st March, Lieutenant Randolph again appeared, with Mr. Norman, who produced the officers' receipt book belonging to Mr. Timberlake, which had been missing. He also produced a roll of certain men who had been discharged at Port Mahon, on the 31st March, 1828. We proceeded to take his additional statement, marked (3.) While this business was still progressing, Lieutenant Randolph repeated his demand for access to Mr. Timberlake's books and papers, and on being told that, after finishing Mr.

Norman's examination, we would determine that point, he became much excited, charged the Second Comptroller and myself with intending wrongfully to charge him with Timberlake's money, threatened us with his friends in the Senate, and said that he had still important papers in his possession, which would affect somebody. I inquired whether they were Mr. Timberlake's papers, and important in explaining his accounts. He said they were. I then demanded their delivery to me. He then said they did not affect his public account, but his private transactions, and refused to deliver them. He left the room, and afterwards wrote the note marked (4.)

Having completed the examination of Mr. Norman, we determined to give him access to Mr. Timberlake's books and papers, to make out an account current, of which we apprized Lieutenant Randolph, see (5.) The next day we received from him a note, protesting against the course prescribed, (6.) He also wrote to you, requesting you to direct me to give him *unrestrained* access to those books and papers. You disclaimed all control over the papers of my office, and there the matter ended.

It is not usual or proper to give a man *unrestrained* access to his *own* papers in this office, after they have been made the basis of official acts or decisions; much less was it deemed proper to give unrestrained access to Mr. Timberlake's papers, all dated before his death, to enable his successor to explain what had become of the money and effects received by him after that event. If nothing but fairness was intended, the presence and inspection of one of my clerks could do no injury. But it was easy, from Mr. Timberlake's accounts, amounting to some hundred thousands of dollars, to produce any balance which was desirable. If one set of items would not do, another could be taken, the only evidence of their payment by Lieutenant Randolph, being his own and his clerk's declarations, in contradiction of the papers themselves.

Perhaps rigid duty required, that, when I ascertained that Lieutenant Randolph had received about $11,750 of public money, left by Mr. Timberlake, I should have charged it to him at once, and required him to account for it by regular vouchers. I was certainly under no obligation to wait until I could investigate, over half the world, the truth of his explanations. It was obviously his duty to charge himself with all the money received, and if he paid away any thing on Mr. Timberlake's account, to take receipts with *true dates*, setting forth the *facts*. Having failed to do so, on him and not on the Government, ought to rest the trouble and responsibility of repairing the neglect. Yet, unwilling to charge him with the money, until perfectly assured that he had not disposed of it for the benefit of Mr. Timberlake, I have sought information from all quarters where there was a hope of obtaining it.

On inspecting the officers' receipt book, produced by Mr. Norman, it appeared that the amounts entered under date of 31st March, 1828, exceeded $3,000. Of these entries, about twenty had been notoriously erased, altered, and reduced in amount, after the accounts had been added up; and the *addition* was after Mr. Timberlake's death. These alterations are in the handwriting of Mr. Norman, who could give no explanation of them; their *effect* was to deprive Mr. Timberlake of credits which he would otherwise have received to the exact amount of the reductions; the aggregate is about $470.

Thinking that some of the officers might remember whether they received the money, entered under that date, from Lieutenant Randolph, or not, or had kept private accounts which would show, I addressed letters to them, asking information. Copies are annexed, marked (7) (8) (9) to these I have received the various answers, marked (10) to (19.) I have also addressed duplicate letters to Mr. Ladico, Naval Storekeeper at Port Mahon, (20) to which there has not been time for an answer.

In the letter from Lieutenant W. F. Shields, marked (16) is this paragraph: "To the best of my recollection, Mr. Timberlake kept two receipt books, one which he kept always at hand, and in which small amounts were generally entered. The other was used on occasions of general settlements, when all these small sums were added together, and receipted for in it as one sum, and when the receipts in the former book were accordingly cancelled. I think it quite probable that the sum you mentioned in your letter ($174 4) embraces, in this way, various small sums which may have been paid to me at different times, part by Mr. Timberlake, and part possibly by Mr. Randolph, on or previous to 31st March, 1828," &c.

On examining the loose papers of Mr. Timberlake, the first book alluded to by Lieutenant Shields, being a mere memorandum book, was found. Upwards of $90 were found charged on it to Lieutenant Shields, in Mr. Timberlake's own hand writing, which were included in the entry on the larger receipt book, under date of 31st March. Upwards of $400 were, in the same manner, charged to Commodore Patterson; $100 to Assistant Surgeon Mosely; $90 50 to Lieutenant Dulaney; $40 to Midshipman Marshall; $100 to Acting Master Pope; $20 to Lieutenant Vallette; $70 to Lieutenant Randolph himself, and considerable sums to many other officers. All these sums are brought upon the officers' receipt book, under date of 31st of March. This is conclusive, that *all* the sums upon that book under that date, were *not* paid after Mr. Timberlake's death, as claimed by Lieutenant Randolph, and stated by Mr. Norman. Indeed, of $768 40, charged to Commodore Patterson on that day, his private account shows, that $672 43, were paid by Mr. Timberlake himself previous to his death. The balance, $96, was paid by Lieutenant Randolph on the 4th April. This sum is charged on Mr. Timberlake's book, in Lieutenant Randolph's hand writing. There are charges in his hand on the same book, to the amount of $463 53, which he probably paid out of Mr. Timberlake's money. The deductions made by the alterations on the same book, amount to a little more than the same sum, and it is probable that one was intended to balance the other. On the whole, I was forced to consider Lieutenant Randolph's claim to the amounts entered on this book, under date of March 31st, 1828, as totally unfounded. With the exceptions already mentioned, the payments are believed to have been made *before* that day by Mr. Timberlake, or *on* that day by Mr. Norman, who attended to his business during his sickness.

It will be observed, that Lieutenants Vallette and Tallmadge state, that Lieutenant Randolph kept open and sold Mr. Timberlake's private stores during the return voyage. With the memorandum book already alluded to, was found another, of the private stores sold to the men. It commences on the 20th February, 1828, and the latest entry in it is dated the 24th June, of the same year. Down to the 1st of April, the items have been charged to the men in Mr. Timberlake's name, and have been passed to his credit. All those dated 2d of April, and afterwards, have been charged in Lieutenant Randolph's name, and have passed to his credit. As it was on the 2d of April that Mr. Timberlake died, and not until the 3d that his money and effects were delivered over to Lieutenant Randolph, and the latter entered upon the Pursership, it is evident that all stores sold on that and the preceding day, must have belonged to Mr. Timberlake. Lieutenant Randolph has, therefore, *certainly* received credit for *some* of Mr. Timberlake's stores, for which he has not accounted. But there is good reason to believe, that all or nearly all the stores entered on this book, belonged to Mr. Timberlake, and ought to have been passed to his credit. It is not stated in the book where Mr. Timberlake's interest ends, or Lieutenant Randolph's commences. It is not known that Lt. Randolph purchased

any stores until about the 13th May, at Gibraltar. Of the kinds of stores enumerated by him in his requisition at Gibraltar, viz: Sugar, tea, tobacco, &c. &c. none are found charged in this book after that date, except tobacco, and the tobacco being charged at one dollar per pound, can hardly be that which he purchased at Gibraltar, which cost but twenty-six cents. It is therefore believed, that Lieutenant Randolph has credit for several hundred dollars on account of stores which belonged to Mr. Timberlake.

That he has credit for a portion of Mr. Timberlake's slops, is apparent from the face of his account.

He is charged for slops with . - - -		$742 50
He is credited for slops distributed to the men -	$851 66	
Returned into Naval store - - -	764 64	
		1,616 30
Excess of credits over debits - - - -		$863 80

As the Purser is allowed but ten per cent. on slops distributed, it is evident that Lieutenant Randolph has obtained an improper credit for slops.

A receipt of his for upwards of $4,000 worth of slops, got of Mr. Ladico, at Port Mahon, was found in the office, which had not been charged. A copy is annexed, marked (21.) Its form required that it should be charged to him; and although I might have charged it, and called on him to account for them, I refrained from doing so, under the impression that he could not have got so large an amount of slops, and wrote to Mr. Ladico for information.

About the 1st of April last, I received from E. F. Chambers, a Senator, professing to act as Chairman of a special committee of the Senate, a note requiring copies of certain private letters in my possession. The annexed copy of that note, marked (22) with my reply and the extracts, marked (23) contain all the information I possess "relative to the investment of any money in lands, houses, or other property, in the city of Washington, or in stocks in Washington or elsewhere," required in the resolution of the house of Representatives.

Four clerks in this office received notes of the same date from the same source, requesting them "to call on him [the Chairman] at his lodgings at Mrs. Blake's, Pennsylvania Avenue, at an hour when the Senate is not in session, or during session hours at the Senate Chamber," to answer certain inquiries, which he stated he was "charged to make," &c. With my approbation, they called on the Honorable Senator, who examined them *apart*. They were not brought before any committee, but they were told they would be, if it should be thought necessary. No committee has called on me for explanations. I have not been informed of any thing in my "official conduct," which "requires either explanation or notice" from me. (24.)

On the 1st May, I received through you, another note from the same source, dated 30th April, calling for a copy of Mr. Timberlake's account, as settled in 1818, embracing his Pursership of the President frigate, at the time of her capture. My reply, marked (25) is annexed.

It recently occurred to me, that it might be ascertained with tolerable certainty what were Lieutenant Randolph's receipts and payments from the 3d April, the time he assumed the Pursership at Port Mahon, to July, the time of the ship's arrival at Boston; and again, from the ship's arrival to the settlement of his accounts. A minute investigation exhibits the following result, viz:

His receipts and payments before arrival, were as follows, as shown by his account and vouchers, viz:

Received in slops at Port Mahon - - - -	$742 50
Received in cash at Gibraltar - - - - -	11,000 00
Total receipts, - - - - -	$11,742 50

He is credited with payments to officers and men, disbursements in the Mediterranean, slops and stores issued, and slops returned to Naval store, $20,729 98. Excess of payments over receipts, $8,987 48.

There was no known fund out of which this could have been drawn, other than Mr. Timberlake's money received at Port Mahon. But in addition to these payments, he paid for tobacco at Gibraltar $148 72, little of which was sold to the crew, in consequence of its inferior quality; and a considerable sum for other stores. How much of this was replaced by issues of the same stores, the papers do not enable me to ascertain.

After arriving at the above result, I examined into Lieutenant Randolph's receipts and payments after his arrival in Boston. The result exhibited a balance of receipts, overpayments corresponding with the excess of payments over receipts before his arrival.

From these views of the subject, it was apparent to my mind, that Lieutenant Randolph must have had left in bank at Boston, after paying off the crew, appropriating all his own commissions, compensation, and expenses, and after returning into the Treasury the amount found due from him on settlement, at least $10,000. At my request, the Secretary of the Treasury applied for his bank account. The reply of the bank, with Lieutenant Randolph's account, is annexed, marked (26.) It fully confirms my previous conclusions. It shows that, after Lieutenant Randolph had finished all his payments, he still had left *in bank* $19,873 23. Before he left Boston, he drew out $9,873 23, of this sum; $718 06 in cash; $155 17, in a check on the Norfolk Branch, and $9,000 in a check on the Richmond Branch, leaving precisely $10,000 in bank. This, with $257 43 afterwards deposited, was all of the $19,873 23, which ever came into the Treasury.

But a comparison of Lieutenant Randolph's bank account with his account in this office, makes it apparent that he had, during the progress of his payments, drawn out considerable sums on his own account. His account current, and abstracts from his pay roll, are annexed, marked (27.) Had he deposited all the money he received in Boston, and drawn out none except for the payment of the ship's crew, the balance in bank would have exceeded $22,000. A careful examination of all the accounts gives the following results; which I have no doubt are accurate within a few cents:

1828, July 5. Lieutenant Randolph received of the Navy Agent at Boston, in anticipation of a remittance,	$1,500 00
12. Received the amount of $93,000 remitted, deducting the foregoing item, -	91,500 00
Received for Timberlake's stores, sold at auction, - - - - -	607 21
Received for dead men's and deserter's clothes sold, - - - - -	41 09
Total receipts at Boston, - - - - -	$93,648 30
Whole amount paid officers and men at Boston,	71,394 49
Surplus remaining on hand, $19,873 23, of which was in Bank, as his account shows, - - -	22,253 36
Of this sum there was returned into the Treasury only	10,257 43
Leaving in Lieutenant Randolph's hands - -	$11,995 93

Of this he has accounted for the following items only, viz:

Expenses at Charlestown, - - -	$90 00	
Postage, - - - - -	2 07	
Paid R. Calder, as clerk, - - -	78 15	
His own commissions allowed, - -	2,267 42	
Travelling expenses and per diem while settling accounts, - - - - -	107 40	
His own pay on pay roll, - - -	262 89	
His own pay for August and September, -	200 52	
		$3,008 45
Leaving in Lieutenant Randolph's hands, *wholly unaccounted for*, after allowing all his pay, emoluments, commissions, and expenses, - - -		$8,987 48

To this amount in cash, must be added, to ascertain what was really detained by Lieutenant Randolph, the money on hand when the vessel arrived, the value of all stores on hand, deducting his profit on those sold to the crew, and any debts which might be due to him for money lent to other officers.

Is it possible that all this could have been Lieutenant Randolph's money?

By acting as Purser less than four months, did he make, by means unknown, - - - - -	$8,987 48
By commissions - - - - - -	2,267 42
By Lieutenant's pay - - - - -	262 89
In all - - - - - - -	$11,517 79

And in addition to this, an unknown amount in stores and other things which do not enter into his public account?

These facts admit of but one construction. Most of Mr. Timberlake's money was paid to the officers and men, or vested in stores, before the ship arrived in the United States. Lieutenant Randolph took a credit for these payments in his settlement. Having called for money enough to cover them, he had their exact amount left on hand, after paying off the crew, and transferring to the Treasury the balance found due from him. This was sufficient to enable him, after meeting all demands of comfort, pleasure, and friendship, to carry home a considerable sum in money, besides a check for $9,000.

Why it was, that no demand was made of Lieutenant Randolph on the settlement of his account by the Fourth Auditor, for an inventory of Purser Timberlake's money and slops, I cannot tell. It is the first thought which would strike me on the presentation of an Acting Purser's account under like circumstances. It is a part of the Navy regulations, that inventories in such cases shall be taken and forwarded to this office. It seems equally strange, that he should have received credit for twice the amount of slops he is charged with, the error being palpable on the face of his account; and scarcely less so, that he should have been allowed, in addition to heavy expenses, unsupported by vouchers, the sum of $2,267 42, under the name of commissions, for less than four month's service, for which a regular Purser would have been allowed less than $300.

I take no pleasure in discovering that man has wronged his fellow man. It would, therefore, give me no pain to be satisfied, that all these facts and circumstances, pointing to a fixed design and exhibiting a certain result, are still consistent with integrity of purpose on the part of Lieutenant Randolph. I did not at first suspect him. I had seen enough in this office to induce me

to look elsewhere for the derangement of these accounts. I do not now believe him to be the "Iago" of the day. He has, I fear, been the victim of worse men. Independent of pecuniary gain, there may have been inducements, operating on other men, to *make* Purser Timberlake a defaulter. Those inducements are seen in the avowal of "*honest Iago*," that "*revenge is sweet*," and that he *would not, for half the world, that death or any other evil thing should wrest his victim from his grasp.*

I have given facts. Further than these impeach the integrity or honor of those concerned, I do not impeach it. Let Lt. Randolph tell where is the inventory of Mr. Timberlake's money, slops, and stores, if there was one; and if there was not, why was not one taken; and why did he tell Com. Patterson, at Boston, that it had been forwarded to this office? Why did he not charge himself with all Mr. Timberlake's money, slops, and stores, and give the appropriate credits? How did he manage to pay away on public account, before the ship arrived in Boston, near $9,000 more than he had received? Why did he call at Boston for upwards of $20,000 more than was necessary to pay off the crew? How happened it, that, after paying off his crew, he *knew* that, in addition to a large sum drawn on his own account, he might venture to take a check on the Richmond Branch for $9,000, leaving $10,000 to pay the supposed balance which might be found due to the Government? Why was it, that the letters of Major Eaton, showing a remittance to him of $2,400 from Mr. Timberlake, were withheld, when he delivered to Mrs. Timberlake, as he declared, all her husband's private papers and letters? Why were copies of these letters taken out of this office, carefully held up until Timberlake was reported a defaulter, and then privately used to charge the default on Major Eaton? Why was Mr. Timberlake's letter book mutilated? Why was his officers' receipt book withheld; and when it was produced, why were many items erased, altered, and reduced in amount? Why has he taken credit for Timberlake's stores, sold on and after the 2d of April? Why did he visit Mr. Norman at New York and conceal the fact from me until I learnt it from Lieutenant Vallette, while telling me he was using every effort and had sent him money to bring him to Washington? Why did Mr. Norman know nothing of the disposition made of Mr. Timberlake's money when questioned by Mr. Paulding, and become able to tell, after being two or three days in Washington? Why Lieutenant Randolph's unwillingness to admit the presence and aid of a clerk in making out an account current from the deceased Purser's papers? Why does he still retain private papers belonging to Mr. Timberlake, which he acknowledges to be important? Why, when he found that unrestrained access would not be given to Mr. Timberlake's papers in this office, did he attempt, by threats of complaining to the Senators on whom the accounting officers were dependent for their places, to intimidate them into a compliance with his wishes? Why did he actually complain? Why has the public ear been abused with all sorts of false rumors, with the view of casting odium on innocent men, and destroying those who dare to do their duty and assert the truth? If Lieutenant Randolph can explain how the agency he has had in all this, is consistent with integrity of purpose, I will be the first to do him the justice he merits.

The resolution asks for "a statement of the sum due from Lieutenant Robert Randolph to the Government, while acting as Purser in the Navy, as reported by the present Fourth Auditor, together with a report stating whether the said Randolph's account was not at one period closed and balanced; and if so, when; and whether it was not afterwards re-opened and re-examined, and on what evidence it was re-opened," &c.

No report has been made by me upon the account of Lieutenant Randolph

as acting Purser. It was reported as closed by my predecessor, on the 27th day of October, 1828. Nor has it been opened by me, unless the acts described in the preceding narrative are construed to open it.

I do not know that I understand this part of the resolution. It seems to be based upon the assumed principle, that I have no right to inquire into errors or frauds committed on the Government or on individuals through this office, provided the persons committing them shall have done it so adroitly as to conceal them from the Fourth Auditor in the settlement of their accounts? Do the House or the mover of this part of the resolution intend to say, that, if I find that Mr. Timberlake left, at the time of his death, the sum of $11,750, I have no right to pass it to his credit? Do they mean to say, that I have no right to charge it to him who received it, and make him account for it? Are the dead to be robbed, the living to be traduced, innocent securities made to suffer, and the guilty to escape, because the omission was not discovered before the settlement of the accounts? I do not so understand my duty, nor shall I so perform it. I shall reverse no decision given by my predecessor in favor of Lieutenant Randolph. I have no right to take back commissions or other allowances which may have been made to him. However wrong they may be, they are beyond my legitimate power; because they were made by an authority, the competency of which I cannot officially question. But it is my duty to correct obvious errors. If I discover that a man, whose account is closed, has received public money not charged in that account, it is my duty to charge him with it. Such has been the uniform practice of this office. Such are my views of duty; and by them I shall be governed in this case and all others.

Into the rear of the annexed documents I have thrown a variety of letters, marked from 28 to 42, inclusive, which, though seemingly of little moment, appear to be embraced in the call of the House.

Very respectfully,
Your obedient servant,
AMOS KENDALL

Hon. Secretary of the Navy.

A.

WASHINGTON, *February* 22, 1830.

SIR: I have received your note, and cheerfully comply with your suggestion to reduce to writing the conversation which I had with you.

The transaction to which you have called my attention is one from which I might claim something of merit, so far as benevolence was concerned. My desire, in reference to it, would be, that the accuser would stand openly forth, that, if under the influence of honest error, I might satisfy him, or, if actuated by other considerations, to defy him.

In the year 1823, the Metropolis Bank in this city proceeded to satisfy several judgments which it had obtained against W. O'Neale, whose liability had arisen, not as principal, but as surety for others. He had sought in various ways to obtain the necessary funds, and failed: he had applied to me. The sale took place, and a purchase was made by the President of the bank, for the benefit of the bank, at prices which were considered greatly below the real value of the property. The extensive row of buildings which he occupied, consisting of four tenements united, and three stories high, was disposed of for about six thousand dollars: another well finished three story brick building was sold for less than a thousand dollars: other valuable lots and property were bid off at similar reduced prices, and the judgments remained unsatisfied. Believing the sacrifices to be great, and that there could be no hazard in purchasing at such prices, I proposed, what previously had been suggested by the President of the bank, to take the

property, and become answerable for the debts, remarking that I contemplated nothing of benefit to myself; that my object would be to sell the property, so far as it might be necessary to meet my engagement, the residue to be returned to the original proprietors. This statement will be confirmed by the President, Directors, and Cashier of the bank. That I designed acting in good faith, is established by a written document, which, about that time, of my own accord, I executed, and which was deposited for safe keeping with one of the subscribing witnesses. I did this from no distrust of myself, but to guard against any contingency or accident that might befal me. One of the witnesses to that paper yet lives—Major Richard S. Briscoe, a magistrate of this city, and a highly estimable man. It recites the purchase I had made, and the extent of my liabilities thereby incurred, declaring that, when these should be answered, the residue of the property should return to the family of Mr. O'Neale. The date of it is in 1823, shortly after the purchase was made.

My arrangement with the bank was this: to take the entire benefit of the judgments, and of the sales that had been made in pursuance of them, and to pay the principal and interest of their debt, amounting to $11,800, in five annual instalments.

A part of the property thus acquired, to wit: the row of three story buildings, I shortly afterwards sold for between eighteen and nineteen thousand dollars, payable also in five years, with a right reserved to re-enter and avoid the contract upon a failure of the engagement entered into. A failure in the payments having taken place, I took occasion, in one of my letters to Mr. Timberlake, to explain to him why, and with what intention, I had become the purchaser of this property, and the disposition intended ultimately to be made of it. As, therefore, he would have an interest in it, I requested, if he had any funds which he could spare from his business, (not else) that he would send them to me, to be thus applied; and that, for any advances he might make, the property should remain in my hands as security until he should be reimbursed.

During the Spring of 1827, I received from Mr. Timberlake two draughts, one for $1,491 25, and another for $1,000, drawn by Henry & M'Call, of Gibraltar, upon the Navy Department, I believe. They were paid at the United States' Branch in this city. I also received from him a power, creating me his attorney in fact. These are the only funds which were placed in my hands by him; and this statement is confirmed by the private account, made in his own hand-writing, which you have seen. The entry made by him is as follows:

1826. *The Honorable Jno. Henry Eaton.*

Nov. 11.	To one set of exchange in favor of Henry & M'Call, of Gibraltar - - - - -	$1,491 25
	To one set of exchange in favor of the same, both of which were made payable to you - -	1,000 00
	By this balance, paid to Mrs. Timberlake -	491 25

These are the entire circumstances which have given rise to those whispering surmises, and upon which some letter-writer has relied for the insinuation that large sums have been obtained by me, whereby a public default of an officer has been occasioned. Assertion has proceeded so far as to render my agency in this matter even stranger still—to make me a surety in the bond, and, of consequence, a defaulter myself. The two stories assuredly chime badly together: for, were I the security, as is alleged, it would have betrayed gross ignorance to secrete funds belonging to the principal, when, in virtue of the securityship, I could not fail to be personally liable. This made up affair is too weak to produce effect upon any sensible mind.

I am not security on any bond of the Government, that I know of. Some years since, Mr. Timberlake, being on his way to Trenton, N. J. came to see me at Philadelphia, and stated, that, before he could obtain a transfer from the vessel on board of which he had been acting as Purser, it would be necessary for his previous accounts to be settled; that there was a balance of about 15 or 1800 dollars, which, from some present difficulty in the vouchers, he would not have it in his power to arrange; and requested a note from me to Mr. Southard on this subject. I gave it. In that I recited what Mr. Timberlake had remarked to me, and stated that I would be answerable for the settlement to the amount of his vouchers, as he had represented. Except this, there is no other liability of mine that I know of.

Such is the character of a transaction which has been frequently misrepresented. I claim no merit for stepping forward to assist a worthy man in misfortune. I am compensated by the recollection that it has been in my power to preserve from the wreck of his property at least $20,000, without ever having set up, or intended to set up, the slightest claim to any thing like remuneration. The transaction was public: the application to to Mr. Timberlake, and the advance made by him, had no privacy about it: for I have several times spoken of it; and hold myself responsible for its payment, whenever a right to demand it shall be preferred.

If a default exist, and I verily believe none does, a little time, and further examination in your office, will doubtless explain matters; and to this end, whatever of mine can be traced on your files, whether public or private, you are at liberty to use. But, if even-handed justice had alone been intended, why is it that the duplicate inventories, which were directed to be taken by the commanding officer of the ship, are no where to be found in the Department? How happens it that a large amount of money and property has been but recently traced, through the examination of individuals, who only lately knew that any thing of mistake existed? Why is it that letters, calculated to elucidate these transactions have been mutilated or cut to pieces? And why is it that the book which contains the private disbursement of moneys by Mr. T. has been concealed or purloined, and is no where to be discovered? And, stranger still, how happens it that private correspondence, reposing on the files of the Department, where it never should have been found, has been invaded, and copies taken, multiplied, and circulated, contrary to the rules which society regards? Why so much anxious concern, but to subserve design? Let the intelligent mind determine if a viler system of espionage has ever been resorted to to assist persecution, and to satiate feelings of malevolence. If to have been placed in the cabinet of the President be the fault committed, my vindication will be found in the consideration that, so far from desiring, I sought to avoid it. The place of Senator held by me was enough for my ambition. I desired nothing more. I ever considered it superior to any office in the gift of the Executive, and that opinion remains unchanged. It was not a choice of my own that made me a member of the cabinet, but rather a desire to accord to the wishes of one whose confidence in, and regard for, me, had often been manifested. But I forbear further remark. My object is to explain, not to vindicate. I am satisfied to leave this matter with you, from the fullest confidence that, at all times, you will be found ready and disposed to do whatever justice to the Government may sanction, and the rights of individuals demand.

I feel it to be a matter due to myself to ask you to place this communication on the files of your office.

Very respectfully,

J. H. EATON.

B.

Know all men: Whereas I have made a contract and agreement with the Metropolis Bank of Washington, by which, in five annual instalments, I am to pay ten thousand dollars, with interest; twenty-five hundred dollars of which is payable the 1st of next June: And whereas I may be liable to pay for the corner house on lot number 10 and 11, three thousand one hundred dollars, with interest from March last, to Luke Jamerson: In consideration as above, said Bank has assigned to me an unsatisfied judgment and execution against Wm. O'Neale, amounting, on the 23d of May last, to $4,471 71; and on the payment of said notes, are to convey to me all the right, title, and claim, they have to certain real estate, which, as the property of Wm. O'Neale, they purchased at Marshal's sale, on the 23d of May last. Now, when a sufficiency of said property, so by agreement to be conveyed, or that which may, under the unsatisfied execution, be purchased, can or shall be sold, and said debts and claims as aforesaid be satisfied and paid, and there shall be paid two notes also in favor of Jno. H. Eaton, for five hundred dollars, each, one dated the 21st of December, 1821; and the other the 29th March, 1822, with interest from said periods; and likewise the sum of four hundred and sixty dollars, with interest from the 23d of May, 1823, the price of the furniture purchased by me at the sale; together with fifty-four dollars and eighty-nine cents, cost of three judgments against the administrator of Alexander M'Cormick, and paid by me to the Metropolis Bank, the 18th of June, 1823; then, and in that case, said payments and interest being made, the residue of the estate, over and above, that may remain, I do hereby obligate and bind myself and heirs, executors, and administrators, to convey to Margaret Timberlake, Mary O'Neale, Georgiana and Jno. O'Neale, children of said Wm. O'Neale, all the right, title, claim, and interest, I may have to said residue of property, as well that to be conveyed by said Metropolis Bank, as that which may be acquired by virtue of the aforesaid unsatisfied execution assigned: together with the furniture purchased by me at the sale; and also, seven negroes conveyed to me by bill of sale of said William, in April last. Said property to be conveyed to said Margaret, Mary, Georgiana, and John, in trust and for the use of William and Rhoda O'Neale, during their lives, and at their death to vest absolutely and in fee simple in the said Margaret, Mary, Georgiana, and John, or the survivors of them; but should either die, their children to take the part their parent or parents, so deceased, would have been entitled to. Acknowledging a further consideration to this instrument, the receipt of ten dollars paid me, enjoining, in case of my death, my heirs, executors, or administrators, to carry fully into effect each and every, the conditions and directions of this instrument.

Witness my hand and seal, 20th June, 1823.

Witness. JOHN H. EATON.

Jno. H. Hensnaw,
R. S. Briscoe.

Washington City.

This instrument, signed J. H. Eaton, and witnessed by Jno. H. Henshaw and myself, was executed and signed by me as a witness at the time it was dated. It is a correct copy of the original.

R. S. BRISCOE.

C.

Philadelphia, *Tuesday morning*, 15*th June*, 1824.

Sir: Your letter from on board the steam-boat has been received, and while I regret that any thing said to you should have excited any fears for your prospects, am yet persuaded that you have no well founded cause to

apprehend doubts for your situation on board the Constitution. The Secretary is too honorable a man to say what he meant not to execute. He gave me a full assurance that your birth should be on board the Constitution, and of this you have long since been apprised. I am wholly unwilling, therefore, to attach the least suspicion to the assurance he thus has given, and meant to convey to you in my remarks at Philadelphia, no such idea; my only object was to impress on you the necessity of despatch in your business, and to hurry you in the settlement of your accounts; that whatever time you had, or might have for leisure and amusement, might rather be availed of after your business was examined and closed, than before. The Secretary had suggested the necessity of a speedy arrangement of your accounts, and that, until done, he would be unable to order you to your new birth; hence the necessity of speedy action; and hence, the reason of my endeavoring to impress it on your mind, that no fault or neglect of your's should operate an injury. To this business you should give a constant and unremitting attention. When done, you can divide your time in the way most suitable to yourself; and remain or depart from Washington, as may be found necessary and best to your interest and feelings. Be active in your settlement, and I feel convinced you have nothing to apprehend.

Has the Secretary and Rodgers returned from Norfolk, and have you had any conversation with the latter about the N. C. and what are your prospects? Should your Shark's accounts pass satisfactorily, there will be an additional recommendation afforded; aided, too, by the friendship of Rodgers, you may obtain the situation. I would by no means, though, hazard the place you have; grasp not at the shadow and lose the substance; merely whisper it, and indirectly too, to Rodgers first; either situation is a good one; and whether you shall obtain the one or the other, you should enter with a determination to practice all that caution and economy which may enable you, at the end of your term, to betake yourself to the shore, and there seek to make what may be necessary to a decent support; beyond this all is folly and nonsense. With my wife and children, if so blest, I would rather live on a comfortable subsistence, than to have millions and be absent from them.

Present me to Mr. and Mrs. O'Neale, and to Margaret and Mary. I hope you found them all well.

Very respectfully, J. H. EATON.

If, in the progress of your schemes, any thing to be said or done by me can contribute to your success, apprise me of it, and it will be done.

D.

WASHINGTON CITY,
23d May, 1826.

DEAR SIR: Your wife states that you wish a blue book for this year: mine consequently is sent to you. You are heartily welcome.

Congress adjourned yesterday, and in a day or two I shall be off. Your friends here are all well, and your little girl, whom you never saw, is a charming little thing, prancing by herself and alone through the whole house. She will be a source of great comfort to you, after you shall have closed the long toils of absence from home. This pilgrimage over, you will have no difficulty, I presume, in obtaining some advantageous station in a Navy Yard, where, should your profits not be so great, the deficiency will be made up in the comfort of being along with and beside your family. How a sailor, who after ploughing the ocean so long wil be able to content himself on shore, is rather a perplexing inquiry.

I have had great trouble with Mr. O'Neal's affairs The debt to the

bank, from $11,800, has been reduced $5,000. Gadsby gets on badly, and cannot meet his engagements, or else before this the business would have been closed. With no bad luck, I shall be able to secure, out of the wreck of his property, about $20,000; but which, under no circumstances, can ever be confided to him, because of other debts against him. Next winter being probably the last year of my coming to Congress, if practicable, it might be well to close finally this business. On Gadsby I have no calculation. If, then, you could, without injury to your own affairs, advance about $7,000, it might be effected. In the mean time, you might confide that the property should be retained in my hands for the payment of the interest and principal of your debt; and that assurance might be certain to keep the property insured at the amount of your advance. If your business shall permit this arrangement, and by no means attempt it if you have not a fund entirely disposable from your other business, it will be necessary to arrange it in a way that none of the family shall know whence the funds come. Your wife suggested the idea of writing to you on this subject, but I declined, telling her that I knew you had not funds to spare; of course even she knows nothing about it.

Write to me on the subject. The 1st of December next will find me here; 'twixt this and then I shall be at Nashville.

With great respect,

J. H. EATON.

J. B. TIMBERLAKE, Esq.
U. S. Mediterranean Squadron.

E.

WASHINGTON CITY,
28th April, 1827.

DEAR SIR: Your letter to me, with the enclosed draughts, amounting to $2,491 75, reached me, and at maturity were paid. I had intended, directly after the adjournment of Congress, to have replied to you: during the latter part of the session, press of business was too great to permit it. Unfortunately, however, on Sunday, the 4th day after our adjournment, I had both my hands most wretchedly and severely burned, and consequently have been confined here ever since.

My business with Gadsby is, I fear, not likely to eventuate as well as I could have desired. But for the two draughts you sent me, I should have been in rather an awkard place; they have relieved me; your remittance was matter of great relief to me; and as the investing your money in that way is safer than the stock of banks, would suggest to you the propriety next Fall of sending me any farther sum that you have to spare.

My contract with the bank, originally, in the purchase made by me, was $11,800; of this $4,925 remains to be paid. Gadsby has passed his note to the bank for $3,125 of this amount, leaving them possessed of my note for $1,800 payable next year, which would close the transaction. The bank, though would not receive his note in exchange for mine, without my endorsement, and consequently my liability being thereby the same, continues at the sum I have stated, to wit: $4,925. Should Gadsby meet this payment, there will be no difficulty; I have great fears tho' that this will not be the case, and in that event, to raise the entire fund due next year may be matter of some difficulty. I suggest this, that, if you should have any funds, you may invest them in that way, by sending them to me by the 15th February, 1828. If not then wanted, they can be vested in stock as you may direct. I shall be here again the 1st of December.

Of the fund you before remitted, (Gadsby having disappointed me) I ap-

plied $2,000, and have charged it in your favor on the property, with the interest that may accrue. The residue has gone to the payment of debts of Mrs. Timberlake due on your house, &c.

The property will be retained by me, until your debt and similar advances made by me shall be met, when I shall convey it to Mr. and Mrs. O'Neale for life, and to their children after that time, which was the design with which I originally embarked in the business. The amount that will be saved out of the wreck of the old man's affairs, will not, in the end, when the debts are paid, be less in value, I think, than 14 or $18,000; enough, while the old people shall live, to keep them comfortable. The property to be sure cannot come back into his hands, for the reason that other large debts hang over him; I shall consequently retain it in trust for the end and purposes stated already.

To render the matter of your advances and my own entirely secure, I have insured the Franklin House row, and the large double house occupied by the family at $13,000, which I effect at the payment of $50 a year.

The remittance made me by you, I have never mentioned to the family. For reasons not necessary to mention, I thought it best not to speak of it. I did name it tho' to Mrs. Timberlake, under an injunction of secrecy, which she promised to regard. I did this from an apprehension that she might be hurt with you at managing it apart from any knowledge had by her; she was not only satisfied, but pleased at what you had done, and promised not to mention it.

With great respect, J. H. EATON.

Mr. J. B. TIMBERLAKE.

F.

June 20th, 1824.

DEAR SIR: As you directed, I have stopped Mr. Timberlake, who was on his way to New York, to be ready for your orders. I have said to him, and greatly relieved him by the information, derived from you, and authorized to be communicated, that he should be assigned to the Constitution or North Carolina. Mr. Timberlake's accounts are in progres for settlement, and he deems it advisable to call and explain matters to you in person. He would greatly prefer the North Carolina, if her voyage will be of any length, and thinks he has strong claims upon you, on the ground of his having been kept five years on shore, for the reason only that the capture of the President, over which he could have no control, rendered him a defaulter.

It will greatly relieve Mr. Timberlake if you could dispose of him at once, and the statement of his account; and the time will place all difficulties aside. If a portion of his account should not be allowed, even then he is ready to meet the deficiency, by payment of 1600 or 1800 dollars; and more than that, cannot, he thinks, rest against him. If any stronger guarantee of payment of the money be needed, I beg to add my own pledge, that the amount promised by Mr. Timberlake will be paid.

I solicit in his behalf an immediate consideration of Mr. Timberlake's case You will greatly relieve his feelings.

With great regard, your friend,

J. H. EATON

G.

Lieutenant Robert B. Randolph states that the amount of money received by him, left by Mr. Timberlake, was upwards of eleven thousand dollars, of the amount of which he has a private memorandum, and that he never received from those who counted the money, or others, any inventory or

memorandum of the amount of money or public property left by Mr. Timberlake. His memorandum is dated 31st March, 1828. This money he paid away in the discharge of Mr. Timberlake's debts. All the men discharged at Port Mahon and entered upon Timberlake's pay-roll, were paid out of this money. All the men discharged there, were discharged upon Timberlake's pay-roll. He paid other debts of Timberlake's at Port Mahon, but does not recollect to whom; his account current will show. Timberlake's money was all exhausted at Port Mahon, and to pay off the ship's bills, he had to borrow a thousand dollars at Port Mahon of the Dutch Consul. All the papers of Timberlake, public and private, were mixed together and were put into the iron chest. On the arrival of the ship in Boston, he packed all these papers in a trunk, which he brought to Washington, and delivered to T. Watkins, Fourth Auditor. He afterwards, in company with Mr. O'Neal, selected the private papers, and gave them to Mr. O'Neal or Mrs Timberlake, he does not recollect which. Mr. Timberlake's private account book, a square book covered with red morocco, he gave to Mrs. Timberlake, himself. He saw none of the private letters; they were put up in several packets, tied with red tape and sealed, and were endorsed private letters, in Mr. Timberlake's hand writing. He knows nothing of Mr. Timberlake's seal, except that he had one—never saw it among his papers that he recollects.

He had nothing to do with Timberlake's slops; he never used or issued any of them. They were all surveyed and returned to the public store at Boston.

None of Mr. Timberlake's debts at Gibraltar were paid out of the money left by him; they were all paid out of money drawn from the agent there.

He knows nothing in relation to the mutilation of Mr. Timberlake's letter book; he does not recollect ever to have seen it among his papers.

Timberlake's last book, in which he kept the officers' private account, he has no recollection of ever seeing. He cannot tell what has become of it.

No inquiry was made of him in relation to Timberlake's money or property, by the Fourth Auditor, or any of his clerks, at the settlement of his accounts, and he does not recollect to have heard any thing about it; nor was the existence of any inventory ever mentioned to him in the office. Nor did he ever hear in the office of any private letters from Major Eaton, or others, found among the papers of Mr. Timberlake.

Thus far this statement was made in the presence of the Fourth Auditor, Second Comptroller, and Commodore Patterson, taken down by the first named, read to Lieutenant Randolph, and by him assented to as correct, on the 12th of February, 1830.

On the 18th, Lieutenant Randolph called on the Fourth Auditor, and in reply to a question, stated, that none of Mr. Timberlake's private stores were sold by him; that the chest containing his goods was nailed up at the time of his death, and not opened until the ship arrived in Boston, where they were opened and sold by order of the Navy Department.

H.

Lt. E. A. F. Vallette states that, after the death of Mr. Timberlake, he received a verbal order from Com. Patterson to have inventories taken of all property left by him on board, public and private; he gave to Mr. Randolph, and he thinks Mr. Amasa Paine, Mr. Lord, and probably Mr. Norman, directions to take the inventories, and at the same time gave Mr. Randolph the key of Mr. Timberlake's iron chest, which he had received from Com. Patterson; inventories of Mr. T's clothing, and certain articles that he had purchased for his wife and family, were given to him, (Valette) which

he now produces; he did not see the inventories of Mr. Timberlake's money, slops, and stores; but he always understood that such were taken, and supposed that they were in the possession of Mr. Randolph, and a copy forwarded to the Fourth Auditor's office. A memorandum of the amount of money was given to him, which he gave to Com. Patterson; but he does not recollect the amount. There was a considerable amount of gold in the iron chest, and there were two boxes of Spanish dollars, said to contain two thousand dollars each, and another box, part of which had been used. He recollects that Mr. Randolph told him one of the boxes fell short twenty dollars. Mr. Randolph recently told him at Philadelphia, that there were upwards of eleven thousand dollars of the money.

There was a large chest, containing shirts, vests, and other articles, belonging to Mr. Timberlake, which was delivered to Mr. Randolph, and kept open by him for sale of the articles, in charge of Mr. Norman; and Mr. T. had also, at the time of his death, a variety of small stores for sale to the men on board, all of which were delivered to Mr. Randolph. None of these were included in the inventories produced to him, nor does he know that they were ever accounted for. He can form no opinion of the value of these articles. He has no knowledge, nor did he ever hear on board that Mr. Randolph paid any of the sums entered on Timberlake's pay roll, closing on the 31st March, 1828, nor did he ever hear of Mr. Randolph's paying any debt whatever of Mr. Timberlake's at Port Mahon. He does not know what was done with a single dollar of the money left by Mr. Timberlake on public account.

All of Mr. Timberlake's papers, public and private, were left in the care of Mr. Randolph. He thinks he saw, before the ship arrived in the United States, packets of papers tied up and marked private, but does not recollect whether they were under seal or not. He had an oval brass seal engraved for Mr. Timberlake, about a year before his death, with his initials upon it, but does not know what became of it. Mrs. Eaton recently told him she had it. He has no knowledge that Randolph issued any of Timberlake's slops, or any other, after Timberlake's death; it is not usual for the men, in the latter part of a cruise, to draw many slops. Slops might have been issued without his knowing it. He was very intimate with Mr. Timberlake, and much attached to him. He never knew or suspected him guilty of any want of integrity. He never knew of his remitting money to any person in the United States. He knew nothing about the disposition made of Mr. Timberlake's slops at Boston, having left the ship before they were taken out. He understood from Mr. Randolph that some carpets and other articles were found stowed away after the ship arrived at Boston, which were not included in the inventories, and that they were delivered to Mrs. Timberlake.

He has no recollection of ever opening or seeing Mr. Timberlake's letter book, and knows nothing of the mutilation exhibited in it. Nor does he know any thing of Timberlake's last book containing the private accounts of the officers. The inventories of Mr. Timberlake's clothing, &c. are dated April 3d, 1828; he thinks the money was counted &c. on the same day.

Mr. Norman acted as steward to Purser Timberlake, and continued to act in the same capacity for Mr. Randolph, until the ship arrived at Boston. He was taken sick at Boston, and Randolph got R. Calder, jr. to aid him in closing his business. Midshipman P. S. Stockton aided Timberlake in his account at Mahon. The recapitulation of Timberlake's roll, he thinks is made out in Stockton's hand writing. It was at Port Mahon, during the latter part of Timberlake's life, that Stockton aided him.

Timberlake was disabled from attending to his business only for a few days, hardly a week before his death. Until he was disabled, he attended

to all his business in person, with the aid of Mr. Stockton, and was remarkably careful in his pecuniary affairs. He was sensible that death was approaching some days before his death, and expressed no concern in relation to his property, to him (Lt. V.) and never heard of his expressing himself so to any other person.

I certify, upon my honor, that the foregoing statement is true, according to the best of my recollection and belief.

E. A. F. VALLETTE,
Formerly 1st. Lt. of the U. S. Ship Constitution.

WASHINGTON, *Feb.* 13, 1830.

I have just seen an oval seal, with Mr. Timberlake's initials engraved in brass, with a wooden handle, which I have no doubt is the seal referred to in the above. E. A. F. VALLETTE.

J.

Lieutenant Benjamin Tallmadge, Jr. states that he was on board the frigate Constitution at the time of purser J. B. Timberlake's death; that he does not know, nor did he ever hear on board the ship, that Lieutenant Randolph paid any of said Timberlake's debts, either upon the pay roll of the ship or otherwise, at Port Mahon, or elsewhere, out of money left by the latter at the time of his death; that, after Timberlake's death, he saw articles in a large chest on deck, such as shirts, vests, &c. exposed to sale, under the care of Mr. Norman, who had acted as his steward, and continued to act in the same capacity for Mr. Randolph, and that said property was said to belong to Mr. Timberlake; that about October last, Mr. Randolph sent for him at New York, and he accompanied him to Brooklyn to see Mr. Norman; that Mr. Randolph saw Norman, and was with him a few minutes, when he joined him, (Tallmadge) and said, Norman had promised to come over to the hotel the next day and talk it over; that he had previously suggested to Mr. Randolph the propriety of having some person with him when he conversed with Norman; that Mr. Randolph told him, when they arrived in Brooklyn, that it was unnecessary for him to be present, and he walked to the Navy Yard, while Randolph talked with Norman; Randolph said, day before yesterday, that the reason he did not wish him to remain was, that he did not wish to detain him in such a place, (Norman being in a grog-shop;) that the next day, Norman saw and conversed with Mr. Randolph in his presence at the City Hotel; Norman said he could explain the accounts to the satisfaction of the Government; that Randolph would lose but a few hundred dollars, and would lose nothing if he had his proper vouchers. This Norman said in reply to a question put by him, (Lieutenant Tallmadge.) He knows nothing of the disposition made of Timberlake's property at Boston, having left the ship.

I certify, upon my honor, that the foregoing statement is true, according to the best of my recollection and belief.

BENJAMIN TALLMADGE, Jr.

Washington, February 13th, 1830.

K.

John B. Timberlake, Esq. late Purser of the United States' Frigate Constitution, died on the 2d day of April, 1828, and on the same day I ordered (verbally) Lieut. E. A. F. Vallette, 1st. Lieut. of the Constitution, to cause an inventory of money and articles of every description in charge of the late Purser, to be made, conformably to the rules and regulations of the service, in such cases. Lieut. Vallette subsequently reported to me that he had appointed Lt. R. B. Randolph, 2d Lieut. of the ship, Midshipman Amasa

Paine, and —— Norman, Steward to the late Purser, who, he informed me, had performed the duty assigned them, and made to me a statement of the amount of money on hand; which statement has unfortunately been mislaid or lost. The amount, to the best of my recollection, exceeded eleven thousnad dollars, which money, with all other property of a public nature, was taken charge of by Lieut. R. B. Randolph, who, having volunteered to perform the duties of Purser till our arrival in the United States, there being no purser in the squadron who could be spared from other vessels, and the Constitution being on the eve of her departure for the United States, was appointed to that duty, and who is consequently accountable at the Navy Department for the said amount of money, and all other articles by him taken in charge.

The Constitution offering the earliest opportunity for the U. S. after the death of Mr. Timberlake, on our arrival at Boston I made inquiry, and, to the best of my recollection, of Lieut. Randolph, acting as Purser, whether copy of the inventory of articles on hand at the death of the late Purser, and a statement of the amount of cash, had been transmitted to the office of the Fourth Auditor of the Treasury, and was answered in the affirmative. I concluded that the measures I directed had all been carried into effect, and that the proper Department was in possession of every information on the subject, till very recently, when I was shown the account current of Lieut. Randolph, and found that the late Mr. Timberlake was not credited with the amount of money on hand at his death, as he should have been.

The private property of the late Mr. Timberlake, as he had requested should be done, was taken in charge by Lieut. Vallette, who, he informs me, delivered the same to the widow of Mr. Timberlake.

Mr. Norman, Steward of the late Mr. Timberlake, I particularly directed should be present at the counting of the money, and making inventories of all other property on hand, as, having charge of all articles received, and the issues made by the Purser, was most competent to give such information as might be required by the officers associated with him in that duty, and would be attentive to the interests of his late employer.

DANIEL T. PATTERSON.

WASHINGTON, *Feb.* 20, 1830.

L.

WASHINGTON, *Feb.* 23, 1830.

SIR: In compliance with the verbal request you made this morning, I have the honor of stating, that I examined and stated the account of Lieut. Robert B. Randolph, acting Purser of the U. S. Frigate Constitution, but have no recollection of having heard him say any thing respecting the money or effects of the late Purser, John B. Timberlake, whom he succeeded. It is, however, certain, that he never did show me any inventory, nor do I remember ever having asked him for any.

During the greater part of the time I was engaged in the adjustment of his accounts, Mr. Randolph was absent in Virginia, and the settlement was attended to by Mr. Robert Calder, who was employed by him in Boston to assist in paying off the crew, and who he said knew more about the accounts than himself.

From Mr. Calder I learned that he had brought on with him the books and papers belonging to the late Mr. Timberlake; but they were not opened in my presence, nor did I ever see them till in the hands of Mr. Handy, who settled the accounts. I do not know who put the papers into Mr. Calder's hands at Boston. He came on with Mr. Randolph. Many months after the settlement of Mr. Randolph's account, it was discovered that he had accounted to G. S. Ladico, Naval Storekeeper at Port Mahon, for a large

amount of slops, which he had not credited in his account current. At the time of settlement, I did not know that such a receipt had ever been given. Had I known it, my obvious course would have been to charge him with the slops, for which he is still held accountable, and credit him with the amount turned over to the Naval Storekeeper at Boston, which I think has been erroneously passed to Mr. Timberlake's credit.

I am, sir, very respectfully,
Your obedient servant,
ROB. GETTY

To Amos Kendall, Esq.
Fourth Auditor.

M.

Fourth Auditor's Office,
23d February, 1830.

Sir: The several questions propounded by you to me this morning, in relation to the accounts and papers of the late Purser, John B. Timberlake, I proceed to answer, from memory, in the order in which they were proposed.

1st. Into whose care did the books, papers, &c. of Mr. Timberlake pass when they came into the office?

All the papers of Mr. Timberlake were first placed in the hands of Mr. Ezekiel Macdaniel, who, at that time, had charge of all the accounts belonging to the Purser's Department.

2d. Was there at that time, or at any subsequent time, any conversation about an inventory, about money or property left by Mr. Timberlake, or about the letters of Major Eaton?

I never heard any conversation on the subject of an inventory until after the accounts of the purser were settled, when I was informed by yourself that such an inventory had been made, and a copy placed with his papers. Soon after the accounts were placed in my hands for settlement, I did hear, but from whom I cannot recollect, perhaps from Mr. Thomas Norman the purser's steward, that all the private property, papers, and money, belonging to Mr. Timberlake had been delivered to the widow on the arrival of the ship at Boston: such I mean as were found on board at the time of her arrival, except a few articles which were sold at auction, and the proceeds credited to the Purser.

Since the settlement of the Purser's accounts, I was informed by yourself, and subsequently by Lieut. Robert B. Randolph, that he received money which was left unexpended at the death of the Purser; and that he had at Richmond a statement which would show the amount. Upon my asking Mr. Randolph how he had disposed of these funds, he said, he had applied them to the discharge of claims against the Purser, and for advances to the crew of the Constitution, all the receipts for which had been taken in the name of the Purser. From the time the Purser's accounts were deposited for settlement to the present, there has been much conversation in the office about the letters of Major Eaton.

3d. Were the letters of Major Eaton read in the office in your hearing? Do you know that copies were taken? When, and by whom, were Timberlake's papers put into your hands for examination and settlement?

The letters of Major Eaton were read in my hearing, as well as in the hearing of a number of others then in the room. I do know that copies or extracts were taken. The papers of Mr. Timberlake were put into my hands for examination and settlement, by Mr. Ezekiel Macdaniel, then at the head of that branch of accounts, but at what time, my memory does not serve me to say.

4th. Did I ever examine, or so far as you know or believe, know of the existence of the letters of Major Eaton, until after my return from the Western country? State the circumstances attending my inquiry for them and their delivery to me?

You never did examine, and, so far as I know or believe, know of the existence of the letters of Major Eaton until after your return from the Western country. After the settlement of the account of the Purser, and previous to your return from Kentucky, I consulted with the chief clerk as to the proper disposition to be made of those letters, which I had felt it my duty to retain until after the settlement of the Purser's accounts, and he agreed with me in opinion that they should be delivered to you on your return. Soon after your return, perhaps on the following Saturday, I made two unsuccessful attempts to deliver them to you; you were, both times I went to your room, engaged with others on business. On the following Monday, early in the morning, you came to my desk, and invited me into your room, where I met with Mr. Branch, the Secretary of the Navy. You observed to me that a report was in circulation, that there were certain letters of Major Eaton in my possession. I replied that there were such, and mentioned the disposition I had intended to make of them. You requested me to bring them to you; I did so, and then withdrew.

5th. In what condition did you find Mr. Timberlake's accounts?

The accounts of Mr. Timberlake, from the commencement of his Pursership of the Frigate Constitution to the 15th May, 1826, were tolerably accurate; but from that period to the date of his death, 2d April, 1828, they were in a very confused state, without abstract, account current, or any other guide whatever, to enable me to get at his debits and credits, except such as our own books afforded. The vouchers for payments, original, duplicate, triplicate, and quadruplicate, together with seamens' old papers, private bills, public letters, &c. all thrown together in one common mass, which required much time and care to arrange for settlement.

6th. Did you, until since the close of the accounts of Mr. Timberlake, ever hear, in the office or out, of any inventory of money or property left on board the Constitution by Mr. Timberlake, or that any money was left? If so, from whom? Did you ever converse with Mr. Norman in relation to this account, and what explanations did he give?

I never did hear of any such inventory until since the close of Mr. Timberlake's accounts, and then first by yourself, afterwards Lieut. Randolph informed me he had a statement, but did not call it an inventory. Mr. Norman I think was in the office but once, and then but for a very short time. of course I had but little conversation with him. I asked him but few questions, expecting him to be with me during the settlement of this account, but which was prevented, in the first instance, by his sickness, and afterwards, by my being able to do without him.

7th. In what condition did you find Mr. Timberlake's letter book? did you ever see his latest account book with the officers?

I found Mr. Timberlake's letter book much mutilated by the cutting out of leaves. The first account book with the officers refers to a second. The second I never saw.

I am, Sir, very respectfully, Your obedient servant,

JAMES H. HANDY.

AMOS KENDALL, Esq

N.

The following passage was read to Mr. Norman, from a letter of J. K. Paulding to the Fourth Auditor, dated 18th February, 1830:

"After the receipt of your letter enclosing the queries of Com. Patterson, I concluded to send a request to Mr. Norman that he would call and see me at my office, and he came this morning. On my stating to him the reasons for requesting this interview, his reply was, that he knew nothing on the subject of the money or property left by Mr. Timberlake, except having understood generally that there was some money and property. What became of it he could not tell. He neither assisted in counting the one, or taking an inventory of the other."

He was asked, is this true? Reply: It is, except that he told Mr. Paulding that Mr. Randolph paid some of Timberlake's debts out of his money, and that his hand writing would show how much. The men discharged on the 31st March, on Timberlake's pay-roll, were paid out of that money, not on that day, but a few days afterwards. All the officers settled with up to the 31st March, were also paid out of that money. A pay-roll of those discharged, and another of the officers paid, were made out, but he does not know what has become of them. He has never seen these rolls since he transferred the accounts to Mr. Randolph.

On Com. Patterson's observing that he had particularly directed that Mr. Norman should be present at the counting of the money, and taking the inventories, he replied that he was not present. Mr. Paine, Mr. Valette, and he thinks Mr. Randolph, counted the money, and took the inventories. He had the keys to Mr. Timberlake's slops and stores, which were taken from him at Mr. Timberlake's death; the chests and boxes containing the articles were all nailed up, and were not opened until the vessel arrived at Boston. There was a chest containing shirts, vests, trowsers, &c. none of which were sold after Timberlake's death. None of Mr. Timberlake's goods or slops were drawn or used by Mr. Randolph. The stores were sold by order of the Secretary of the Navy, as he understood, at Boston, and the slops turned into the Naval Store. Mr. Randolph made a requisition for a few slops himself at Port Mahon. Randolph gave a receipt for these, included in a bill of other slops got by Mr. Timberlake. He served out all Mr. Randolph's slops himself—none of Mr. Timberlake's were used. He cannot tell why Mr. Randolph has obtained a credit for more slops than he is charged with. There was but a few slops left belonging to Randolph when the ship arrived at Boston.

A bill of Orfila for clothing made on account of Mr. Timberlake, was also paid out of that money. He thinks the whole amount paid must be eight or nine thousand dollars. The object of paying the discharged men and officers on Timberlake's roll was to save trouble. Lt. Vallette and Lt. Tallmadge were paid some of this money; also, Amasa Paine and all the officers.

Mr. Timberlake's private papers were on shore, and were put up, he believes, by Lt. Vallette and Lt. Paine; his public papers were in his (Norman's) possession, and after he had made the transfers to Randolph, they were also packed up.

Orfila's bill was a tailor's bill, altogether private; the clothes made were all or about all issued before Timberlake's death; Lt. Randolph wished to have them entered on his own account, but Com. Patterson refused to let him do so. The articles as received were entered before the 31st March, and the prices attached afterwards, when they got Orfila's bill. Orfila's bill was paid out of Timberlake's money by Mr. Randolph, subsequent to T's death. He does not know how the receipts came to be dated 15th March 1828, unless they were sent in when Mr. Timberlake was too ill to attend to business. Mr. Downing, the witness to one of the receipts, did not arrive at Port Mahon until the day after Mr. Timberlake was buried. The

original receipt is not in his (Norman's) hand writing, the duplicate and triplicate are. He does not know how it happened that there are different witnesses to the original, duplicate and triplicate. He does not recollect why the approval of the Commodore is not affixed to the duplicate and triplicate. Mr. Downing is a witness to one of the latter.

A box of $2,000 was taken on shore to Mr. Timberlake's room. After his death it was brought on board, and had but $750 in it. He never knew what became of the balance. He never knew of any bills or any thing whatever to be paid out of it. Mr. Randolph and Mr. Valette brought it from shore into his (Norman's) room, and counted it; he had no hand in counting the money, but understood there was about $750.

The officers' book missing from the Fourth Auditor's office is, he thinks, in a trunk of his at Baltimore, which he expects here to-day. These papers came into his possession at Boston. He did not aid in unpacking and repacking Timberlake's papers at Boston. The final receipt roll of Mr. Timberlake was delivered by him to Mr. Randolph at Boston, about the 15th July, immediately after which he left Boston. A parcel of loose requisitions and other papers were packed in a trunk and sent after him by the person who attended him, among which is the book spoken of. He thinks it was about the time Mr. Calder and Mr. Randolph brought on Mr. Timberlake's accounts. This book had not been packed up, but remained in his possession, to enable him to make out the final receipt roll, which was not completed until the arrival of the ship at Boston. He thinks this book was never in the possession of Mr. Randolph or Mr. Calder. He never had Timberlake's letter book in his possession, except in Mr. Timberlake's room, to copy some letters from it. He knows nothing of the cutting of any leaves out of it. None were observed by him to be cut out when he copied from it. On being shown the book, he recognized it perfectly. He has never seen it beforesince Timberlake's death—it was on shore at his room.

The following documents were included in the report of the 4th Auditor, on the case of Purser Timberlake.

OFFICE BANK, U. S.
Boston, May 13, 1830.

SIR: I had the honor to receive this morning your letter of the 10th instant, enclosing a letter from the Secretary of the Treasury, requesting a copy of the account of Robert B. Randolph, late acting Purser, with this office, which I now enclose, prepared in as particular a manner as is practicable, the checks having been returned to Mr. Randolph on settlement of his account with this office, and the accounts thereof only being entered in our books, under the date of payment, without regard to the name of the person to whom payable. We some time since transmitted to the Fourth Auditor, the checks of Pursers, but have long since (at least four years) discontinued the practice in relation to these officers, understanding from them that their checks were not required at Washington. But we have uniformly and regularly, to the present time, transmitted those of the Navy Agent, receipted to the Fourth Auditor. Nor do I readily find any order of the Navy Department or of the bank, extending to the former officers, although I have both before me, in relation to the checks of the latter.

With great respect, your obedient servant,
SAM'L FROTHINGHAM, Cashier.
N. BIDDLE, Esq. President of Bank U. S.

R. B. Randolph, Acting Purser, in account with Office Bank of the United States, Boston.

DR.

1828.		
July 16,	To checks paid,	$17,581 57
" 17,	do do	33,715 54
" 18,	do do	7,819 44
" 19,	do do	4,051 97
" 21,	do do	5,418 04
" 22,	do do	635 11
" 23,	do do	197 42
" 24,	do do	168 37
" 25,	do do	21 74
" 28,	do do	435 75
" 29,	do do	140 00
" 30,	do do	200 00
" 31,	do do	559 61
Aug. 1,	do do	696 70
" 9,	do do	24 50
" 12,	To check on Norfolk*	155 17
" 22,	To check†	9,718 06
		81,500 00
" 31,	Balance N. A.	10,000 00
		91,500 00
Oct. 21,	To check†	10,257 43

1828. CR.	
July 12 By deposite	91,500 00
Sept. 1, By balance brought down,	10,000 00
Oct. 20, By difference	257 43
	10,257 43

*Gave Mr. Randolph a check on the Norfolk Office for this amount.

†Gave Mr. Randolph a check on the Richmond Office for $9,000, and the balance in cash for this check..

‡This amount carried to credit of the Treasurer of the United States.

OFFICE BANK UNITED STATES,
Boston, Oct. 21, 1828.
SAM. FROTHINGHAM, *Cashier.*

United States' Navy Department in account with Lieut. R. B. Randolph, acting Purser of the United States' Ship Constitution, D. T. Patterson, Esq. Commander.

1828. DR.	
April 2, No. 1. To paid J. Armistead's bill for the Hospital Department,	$7 50
April 7, No. 2. To paid Peter A. Serra's bill for stop book, &c.	35 30
April 7, No. 3. To paid Lieut. Dulaney (of the Marine corps) services as Quartermaster,	44 00
April 10, No. 4. To paid Catharine Rooke's bill for washing for the Hospital Department,	16 25
April 13, No. 5. To paid J. Canapa's bill on account of J. B. Timberlake, (per order) for materials for slopclothing,	1,483 43
April 13, No. 6. To paid John Lewri, on account of do. (per order) bill of stores,	1,417 70
April 13, No. 7. To paid Henry & McCall on account of do (per order) bill of exchange of J. Pulis, Consul at Malta	1,338 28
April 22, No. 8. To paid Hill & Blodget, on account of do. (per order) bill of stores	34 43
April 26, No. 9. To paid bills for the Hospital Department,	228 70
April 28, No. 10. To paid Bernard Pons for pilotage at Mahon,	16 00
May 13, No. 11. To paid Brariana & Johnson's bill for cabin furniture,	6 62
May 13, No. 11. To paid in money as per pay roll to officers and crew,	86,068 74
May 13, No. 11. To commission on the above amount, at 2 1-2 per cent.,	2,267 42
May 13, No. 11. To paid in slops, as per pay roll, to crew.	851 66
May 13, No. 12. To expenses on shore at Gibraltaron duty,	26 00
July 1, No. 13. To bill of stores issued to the Hospital Department,	46 56
August 1, No. 14. To amount of slops receipted for by George Bates, Esq. navy storekeeper, Charlestown, Mass.	764 64
August 18, No. 15. To expenses at Charlestown on extra duty, attending to the slops and effects of the late J. B. Timberlake, per order of the Hon. the Secretary of the Navy; and waiting orders for the disposal of his books and papers, &c.	90 00
Aug. 18, No. 16. To paid postage on letters upon public business,	2 07
September 16, No. 18. To paid R. Calder per transportation of the books and papers of the late J. B. Timberlake, from Charlestown, Mass. to the Navy Department,	12 75
To paid R. Calder for travelling expenses from Charleston to Washington,	65 40
To twenty-eight days attendance at the Navy Department at $1 50 per day, and travelling expenses from Boston to the Navy Department, Washington,	107 40
To pay and rations for self, to the 30th September, 1828, as per voucher,	200 50
To my draft on the United States Bank at Boston, in favor of Treasurer of the United States, dated 13th October, 1828,	10,257 43
	$105,390 80

1828. CR.	
April, No. 1. By amount of slops received from G. T. Ladico, Consul at Mahon,	$742 50
May 14, No. 2. By cash received from Richard McCall, Esq. Navy agent at Gibraltar	11,000 00
July 12, By cash received from R. D. Harris, Esq. Navy agent at Boston,	93,000 00
August 11, By proceeds of sales on account of the late J. B. Timberlake, received of Nathan Adams, auctioneer at Charleston,	607 21
By amount of dead men and deserters' clothes, as per pay roll,	41 09
	$105,390 80

R. B. RANDOLPH, Acting Purser.

The St. Clairsville Gazette, of June 19, says: "That every republican newspaper in the State of Ohio, sustains the veto of the President, by which the treasury was saved from bankruptcy and the people from direct taxation."

Cat# 1750-1